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OFFICE OF THE
EXECUTIVE SECRETARY
February 14, 2001

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

Re: Petition for approval of Interconnection Agreement between United
Telephone-Southeast and Metrocall, Inc.

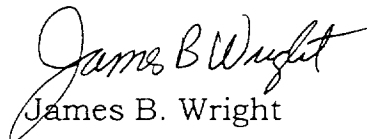
01-00157

Dear Mr. Waddell:

Enclosed are an original and thirteen copies of the Petition of United Telephone-Southeast, Inc. for approval of an Interconnection Agreement between United Telephone-Southeast, Inc. and Metrocall, Inc.

Also enclosed are two checks for \$25.00 for the filing fee for each company. Please contact me or Laura Sykora if you have any questions.

Sincerely yours,


James B. Wright

JBW:sm

Enclosures

cc: Dennis Wagner
Laura Sykora
Kaye Odum
Frederick Joyce
Vincent Williams (w/encl.)

BEFORE THE
TENNESSEE REGULATORY AUTHORITY

In re: Petition for Approval of a)
NCMRS Interconnection Agreement)
Negotiated by United Telephone-) Docket No. _____
Southeast and Metrocall, Inc.)

PETITION

COMES NOW, United Telephone-Southeast, Inc. ("United"), and files this request for approval of a Narrowband Commercial Mobile Radio Service (paging) Interconnection Agreement (the "Agreement") negotiated between United and Metrocall, Inc. ("Metrocall") pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of this request, United shows the following:

1. United and Metrocall have successfully negotiated the Agreement which provides for the continued interconnection of the company's networks, thereby facilitating Metrocall's provision of commercial mobile radio service ("CMRS") to residential and business end users. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, United is submitting the Agreement to the Tennessee Regulatory Authority ("TRA") for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between United and

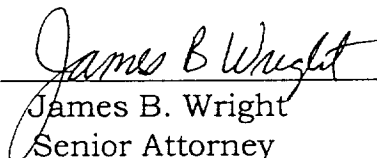
Metrocall within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. United avers that the Agreement is consistent with the standards for approval. The approval of said Agreement will permit Metrocall to receive and provide reciprocal transport and termination benefiting Metrocall's wireless customers.

5. Pursuant to Section 252(i) of the Act, once this Agreement is approved, United will make the terms of the Agreement available to any other requesting CMRS providers.

United requests that the Authority approve the Agreement.

Respectfully submitted,
United Telephone-Southeast, Inc.

BY: 
James B. Wright
Senior Attorney
14111 Capital Boulevard
Wake Forest, NC 27587-5900
919/554-7587

This 14th Day of February, 2001



**PAGING INTERCONNECTION AGREEMENT UNDER
SECTIONS 251, 252 AND/OR 332, AS APPLICABLE, OF THE COMMUNICATIONS
ACT**

**Effective: The Later of December 1, 1999 or
Approval by the Tennessee Regulatory Authority**

Ending: September 30, 2001

Metrocall, Inc.

and

United Telephone – Southeast, Inc

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INTERCONNECTION AGREEMENT BETWEEN SPRINT AND METROCALL

This Interconnection Agreement (the "Agreement"), is entered into under Sections 251, 252 and/or 332 of the Communications Act of 1934, as amended (the "Act"), by and between Metrocall, Inc. ("Metrocall"), on behalf of its operations in the State of Tennessee, and United Telephone – Southeast, Inc ("Sprint") (hereinafter collectively referred to as the "Parties" or individually as a "Party"), effective as of later of December 1, 1999, or approval by the Tennessee Regulatory Authority ("Effective Date"), for a term ending on September 30, 2001 ("End Date").

WHEREAS, the Parties wish to interconnect their networks for the origination and termination of traffic;

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Act, the rules, regulations and orders of the Federal Communications Commission ("FCC"), and the rules, regulations and orders of the Tennessee Regulatory Authority (the "Commission"); and

WHEREAS, the Parties wish to replace any and all other prior interconnection agreements, both written and oral, applicable to the State of Tennessee with this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, Metrocall and Sprint hereby mutually agree as follows:

PART A – DEFINITIONS

1 DEFINED TERMS

- 1.1 Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the rules and regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2 "Act" means the Communications Act of 1934, as amended (47 U.S.C. §§ 151 *et. seq.*)
- 1.3 "Affiliate" is as defined in the Act.
- 1.4 "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all official legal holidays.

- 1.5 “Central Office Switches” (“COs”) are switching facilities within the public switched telecommunications network, including, but not limited to:
- 1.5.1 “End Office Switches” (“EOs”) are switches from which end user Telephone Exchange Services are directly connected and offered;
 - 1.5.2 “Tandem Switches” are switches which are used to connect and switch trunk circuits between and among Central Office Switches;
 - 1.5.3 “Remote Switches” are switches that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office; and
 - 1.5.4 “Messaging Switches” or “Mobile Switching Center” refers to equipment used by Metrocall to terminate calls to its subscribers, or originate calls from its subscribers.
- 1.6 “Collocation” means the right of Metrocall to place equipment in Sprint’s central offices or other Sprint locations. This equipment may be placed pursuant to either a physical or virtual collocation arrangement. With physical collocation, Metrocall obtains dedicated space to place and maintain its equipment. With virtual collocation, Sprint will install and maintain equipment that Metrocall provides to Sprint.
- 1.7 “Common Transport” means a local interoffice transmission path between the Sprint Tandem Switch and a Sprint End Office switch or between a Sprint End Office switch and a Remote Switch. Common Transport is shared between multiple customers.
- 1.8 “Competitive Local Exchange Carrier” (“CLEC”) or “Alternative Local Exchange Carrier” (“ALEC”) means any entity or person authorized by a State commission to provide local exchange services in competition with an ILEC.
- 1.9 “Dedicated Transport” provides a local interoffice transmission path limited to the use of a single entity.
- 1.10 “Effective Date” is the date referenced in the opening paragraph on Page 1 of this Agreement as the Effective Date.
- 1.11 “End Date” is the date referenced in the opening paragraph on Page 1 of this Agreement as the End Date.
- 1.12 “Electronic Interfaces” means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions.

- 1.13 "FCC" means the Federal Communications Commission.
- 1.14 "Incumbent Local Exchange Carrier" ("ILEC") is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. § 69.601(b).
- 1.15 "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc. within, between or among networks for the transmission and routing of exchange service and exchange access, and the NCMRS Services provided by Metrocall. The architecture of interconnection may include Collocation and/or mid-span meet arrangements.
- 1.16 "Interexchange Carrier" ("IXC") means a provider of interexchange telecommunications services.
- 1.17 "Local Traffic" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic between Sprint and Metrocall that originates and terminates within the same MTA. Local Traffic does not include any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the compensation for ISP traffic.
- 1.18 "Major Trading Area" ("MTA") refers to the FCC-authorized wireless license territories that serve as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) of the Act and are defined in 47 C.F.R. § 24.202(a). This shall not affect Sprint's landline calling scope or other interexchange arrangements which shall be determined in accordance with Commission approved local calling areas. For purposes of determining origination or termination points of a call originated from or terminated to a Metrocall customer, the Parties agree to use a mutually agreeable surrogate based on the frequencies utilized by Metrocall, the geographic coverage areas, the Parties' business judgment, and other relevant data.
- 1.19 "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more telecommunications carriers, or by one LEC in two or more states within a single LATA.

- 1.20 "Multiple Exchange Carrier Ordering And Design" ("MECOD") refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the CLC of the ATIS. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.21 "Narrowband Commercial Mobile Radio Service," "Narrowband CMRS" or "NCMRS" means interconnected mobile one- or two-way paging or messaging, point-to-point or point-to-multipoint wireless services offered for profit to the public or such classes of eligible users as to be effectively available to a substantial portion of the public and services ancillary thereto, including but not limited to the provision of ancillary calling provided as an optional capability to its messaging subscribers, *e.g.*, calls to and from voice services, such as voice mail and call forwarding. In this Agreement, Metrocall's services will be referred to as "NCMRS Services."
- 1.22 "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.23 "Numbering Plan Area" ("NPA"), sometimes referred to as an area code, is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" ("SAC Code") is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.24 "NXX," "NXX Code," Or "Central Office Code," Or "Co Code" is the three digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the NANP.
- 1.25 "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to Metrocall,

including provisioning and repair, at least equal to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Parity shall mean that Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to Metrocall as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

- 1.26 "Point Of Interconnection" ("POI") is a point of demarcation where the networks of Sprint and Metrocall interconnect for the termination of traffic from Sprint to Metrocall and/or from Metrocall to Sprint.
- 1.27 "Rate Center" means the specific geographic point (the "Rating Point") and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a Telecommunications Carrier for its provision of Telecommunications Services. The geographic point is identified by a specific Vertical and Horizontal ("V&H") coordinate that is used by Sprint to calculate distance-sensitive end user traffic to/from the particular NPA-NXX associated with the specific Rate Center.
- 1.28 "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.29 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- 1.30 "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 U.S.C. § 153(44).
- 1.31 "Telecommunication Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.32 "Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.

- 1.33 "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of basic exchange services and access services, are located.

PART B -- GENERAL TERMS AND CONDITIONS

2 SCOPE OF THIS AGREEMENT

- 2.1 This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for Interconnection with the other's network under Sections 251, 252 and/or 332, as applicable, of the Act ("Interconnection Services"). The Interconnection Services set forth herein address the termination of traffic to Metrocall from Sprint and from Metrocall to Sprint. The Interconnection Services covered by this Agreement are for traffic between Metrocall and Sprint for Sprint's provision of services and/or Metrocall's provision of NCMRS Services and, except to the extent that Metrocall offers services that are ancillary to NCMRS Services, including but not limited to the provision of ancillary calling provided as an optional capability to its messaging subscribers, *e.g.*, calls to and from voice services, such as voice mail and call forwarding, are not intended for Wireline-to-Wireline communications. Except for NCMRS Services and services ancillary thereto and Sprint's services, the Interconnection Services set forth in this Agreement will not be used to terminate other types of traffic exchanged on the network under the terms and conditions of this Agreement.
- 2.2 Other interconnections are covered by separate contract, Tariff or price lists. Metrocall may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state Tariffs or separate agreement ("Non-interconnection Services"). The rates, terms and conditions for such Non-interconnection Services shall be as designated in the applicable Tariff or separate agreement. Any incidental services (*e.g.*, directory assistance, operator services, etc.) will be billed at the standard rates or UNE rates, as applicable, for those services.
- 2.3 Sprint will comply with 47 C.F.R. §§ 51.325 through 51.335, as may be amended from time to time, regarding notification for network changes and upgrades.
- 2.4 The services and facilities to be provided to Metrocall by Sprint in satisfaction of this Agreement may be provided pursuant to Sprint Tariffs and then current practices on file with the appropriate Commission or FCC to the extent consistent with this Agreement, but only to the extent that specific terms and conditions governing such services or facilities are not described in the Agreement unless otherwise agreed to by the Parties. Services to which Metrocall may wish to

subscribe that are not covered in this Agreement will be controlled by Sprint's Tariffs as amended from time to time, unless this Agreement is amended, or another agreement is entered into, which includes such services.

- 2.5 Nothing in this Agreement shall be deemed a waiver of the rights of either Party under Section 252(i) of the Act.

3 REGULATORY APPROVALS

- 3.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Sprint and Metrocall shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required Tariff modifications. Metrocall shall not order services under this Agreement before the Effective Date and approval of this Agreement by the Tennessee Regulatory Authority. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve the original intent of the Parties and the appropriate regulatory approvals.
- 3.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action by a court or agency of competent jurisdiction ("Legal Actions"), which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules") as they apply to the Parties hereto, either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly, on a prospective basis, to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.
- 3.3 Section 3.2 shall control the terms and conditions of this Agreement notwithstanding any other provision of this Agreement to the contrary. The obligation of either Party to amend this Agreement under Section 3.2, however, is conditioned on: (a) that Party's actual participation in such Legal Actions which resulted in the Amended Rules; or (b) that Party's constructive participation in such Legal Actions which shall mean that the Party so affected had notice of the Legal Action, as well as the right and the opportunity to participate, regardless of whether such Party actually participated (for purposes this Agreement, both Parties agree that arbitrations before the State Commissions do not come within this subsection (b)); or (c) the Legal Action is of such a nature that it applies generally to the Party affected as a member of the telecommunications industry in a generic fashion, but only as applicable to the arrangements under this

Agreement within the State in which the determination on the Legal Action was rendered.

- 3.4 Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties shall present any such issues to the Commission or the FCC to establish appropriate interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the Parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.
- 3.5 Additional services, beyond those specified herein, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment hereto.

4 TERM AND TERMINATION

- 4.1 This Agreement shall be deemed effective upon the Effective Date, provided however, that if Metrocall has any outstanding past due obligations to Sprint, this Agreement will not be effective until such time as any undisputed past due obligations with Sprint are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date or approval of this Agreement by the Tennessee Regulatory Authority. The Parties agree and acknowledge that all undisputed past obligations have been settled pursuant to a separate agreement.
- 4.2 For Interconnection arrangements covered by this Agreement that may already be in place, the Parties agree that, once this Agreement is deemed effective, the rates contained in Attachments I and II shall be applied to those arrangements. To the extent that a Party is not able to bill the new rates for the pre-existing Interconnection arrangements on the Effective Date, the Parties agree that, once billing is possible, the rates will be applied to the pre-existing Interconnection arrangements retroactively to the Effective Date of this Agreement.
- 4.3 Except as otherwise provided herein, this Agreement shall be in full force and effect until the End Date.
- 4.3.1 In the event that Metrocall delivers to Sprint a written request to negotiate an Interconnection arrangement at least 90 days prior to the End Date, this Agreement will remain in full force and effect for 90 days after the End Date and will remain in effect thereafter if the Parties mutually agree to extend the arbitration window based upon continued good faith

negotiations. Further, if the Parties are in arbitration or mediation before the appropriate Commission or the FCC based upon the foregoing request to negotiate, this Agreement will continue in effect until the effective date of a new agreement implementing an order of the Commission or the FCC resulting from the negotiations, arbitration or mediation.

- 4.3.2 Notwithstanding the foregoing, the Parties may terminate this Agreement at any time upon their written mutual consent.
- 4.4 Termination of this Agreement shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.
- 4.5 Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon at least ninety (90) days prior written notice. Sprint will provide Metrocall advance notice of an impending sale or trade as soon as Sprint is publicly able to release of such information, which notice may be separate and distinct from the notice to terminate this Agreement pursuant to this Section 4.5.
- 4.6 In the event that this Agreement expires under this Section 4, it is the intent of the Parties to provide for interim service arrangements between the Parties at the time of expiration so that service to end users will not be interrupted. Therefore, except in the case of termination upon sale under Section 4.5, for service made available under this Agreement and existing as of the End Date or as extended by Section 4.3, the Parties agree that those services shall continue uninterrupted at the request of either Party provided that:
- 4.6.1 a new agreement is voluntarily entered into by the Parties or this Agreement is extended by mutual agreement; or
- 4.6.2 service is provided under such standard terms and conditions or Tariffs approved by and made generally available by the Commission, if they exist at the time of termination or under existing rules of the FCC or the Commission; or
- 4.6.3 Metrocall elects to take service pursuant to the terms and conditions of existing agreements between Sprint and other carriers under appropriate FCC and Commission rules, regulations and precedent.
- 4.6.4 If neither Section 4.6.1 or 4.6.2 are in effect, and Metrocall does not elect to take service under Section 4.6.3 as of the End Date, the Parties agree that notice of intent to negotiate under Sections 251 and 252 of the Act

shall be deemed to have been given by Metrocall to Sprint as of the End Date, and either Party may submit to arbitration under Section 252 of the Act not before 135 days and not after 160 days after the End Date, except as extended by mutual agreement.

5 AUDITS AND EXAMINATIONS

- 5.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Effective Date.
- 5.2 Upon thirty (30) days written notice by the Requesting Party to the other "Audited Party," the Requesting Party shall have the right through its authorized representative, who shall be agreed to by the Parties in advance and which approval shall not be unreasonably withheld, to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. The Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (*e.g.*, conference rooms, telephones, copying machines). The Audited Party may require that the Requesting Party and any person or entity involved in the Audit on behalf of the Requesting Party (*e.g.*, accounting consultants) to execute an industry standard non-disclosure agreement related to any confidential and propriety information that may be reviewed as part of the Audit prior to the Audit.
- 5.3 Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 5.3, a "special data extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit.
- 5.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1.5 %) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by compounding monthly from the time of the error or omission to the day of payment or credit.

- 5.5 Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless a statement expressly waiving such right appears in writing, is signed by an authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 5.6 This Section 5 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of Sprint to ensure, at no separate or additional cost to Metrocall, that it has obtained any necessary licenses in relation to intellectual property of third parties used in Sprint's network to the extent of Sprint's own use of facilities or equipment (including software) in the provision of service to its end user customers and the use of facilities between Metrocall and Sprint, but not that may be required to enable Metrocall to use any Metrocall facilities or equipment (including software), to receive any service, to perform its respective obligations under this Agreement, or to provide service by Metrocall to its end user customers.
- 6.2 Following notice of an infringement claim against Sprint based on the use by Metrocall of a Metrocall service or facility, Metrocall shall at Metrocall's expense, procure from the appropriate third parties the right to continue to use the alleged infringing intellectual property or, if Metrocall fails to do so, Sprint may charge Metrocall for such costs as permitted under a Commission order.

7 LIMITATION OF LIABILITY

Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Section 8 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall either Party's liability to the other for a service outage exceed an amount equal to the proportionate amount for termination compensation that would be approximately due during which the service was affected, except if resulting from a Party's negligence or willful misconduct.

8 INDEMNIFICATION

- 8.1 Each Party shall indemnify and hold harmless the other Party against any losses, lawsuits, claims, damages, liabilities, penalties, actions, proceedings or judgments (each a "Loss," and, collectively, "Losses") to which an indemnified Party may become subject, related to or arising out of: (i) all claims and damages arising from a Party's discontinuance of service to one of the Party's subscribers because of nonpayment by that subscriber; and (ii) all claims by a Party's subscribers arising from the other Party's discontinuance of service to the Party because of nonpayment by that Party.
- 8.2 Upon obtaining knowledge thereof, an indemnified Party shall promptly give the indemnifying Party written notice of any Loss that an indemnified Party has determined has given or could give rise to a claim for indemnification hereunder (a "Notice of Claim"). A Notice of Claim shall specify in reasonable detail the nature and all known particulars related to the Loss for which indemnification is sought under this Section 8, but failure to give a Notice of Claim shall not release a Party from indemnifying an indemnified Party, unless the indemnifying Party is actually prejudiced thereby.
- 8.3 An indemnifying Party shall assume the defense of any Loss that is a claim by a third party against an indemnified Party. An indemnified Party shall have the right, but not the obligation, to participate, at its own cost and expense, in the defense or other opposition of any Loss through legal counsel selected by it and shall have the right, but not the obligation, to assert any and all cross-claims or counterclaims which it may have. An indemnified Party shall, at the indemnifying Party's expense, (i) at all times cooperate in all reasonable ways with, make its relevant files and records available for inspection and copying by, make its employees reasonably available to and otherwise render reasonable assistance to the indemnifying Party upon request, and (ii) not compromise or settle such Loss without the prior written consent of the indemnifying Party. If the indemnifying Party proposes to settle or compromise any Loss, the indemnifying Party shall give written notice to that effect (together with a statement in reasonable detail of the terms and conditions of such settlement or compromise) to the indemnified Party within a reasonable time prior to effecting such settlement or compromise. Notwithstanding anything contained herein to the contrary, an indemnified Party shall have the right to object to the settlement or compromise of any such Loss whereupon (i) the indemnified Party will assume the defense or other opposition of any such Loss and (ii) the indemnifying Party shall be released from any and all liability with respect to any such Loss to the extent that such liability exceeds the liability that the indemnifying Party would have had in respect of such a settlement or compromise.

9 CONFIDENTIALITY AND PUBLICITY

- 9.1 All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 9.2 For a period of three (3) years from receipt of Confidential and/or Proprietary Information, Recipient shall (i) use it only for the purpose of performing under this Agreement, (ii) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (iii) safeguard it from unauthorized use or disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 9.3 Recipient shall have no obligation to safeguard Confidential and/or Proprietary Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is rightfully acquired by Recipient free of restrictions on its disclosure, or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
- 9.4 Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this Section 9.4 shall prohibit a Party from engaging in valid comparative advertising. This Section 9.4 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 9.5 Neither Party shall produce, publish or distribute any press release or any publicity aimed at the general public referring to this Agreement without the prior approval of the other Party, which approval shall not be unreasonably withheld. It is specifically understood that the Parties may communicate with federal or state

regulatory bodies, participate in industry meetings, or confer with other industry representatives regarding this Agreement and discuss the Agreement with the press, the industry, or other parties. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

- 9.6 Except as otherwise expressly provided in this Section 9, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.
- 9.7 Nothing in this Section 9 is meant to limit the ability of either Party to seek redress of alleged violations of the Act, the rules and regulations of the FCC, the rules and regulations of the Commission, or other violations of law, through an inability to present facts and documents that relate to the alleged violation. To the extent appropriate, the Parties shall request that Confidential and/or Proprietary Information be held as such by the adjudicative body. It will not be a violation of this Agreement, however, if the information is not determined to be confidential and/or proprietary by that body.

10 WARRANTIES

Except as specifically provided elsewhere in this Agreement to the contrary, neither Party makes any representations or warranties, express or implied, with respect to quality, functionality or characteristics of the services provided pursuant to this Agreement, including, but not limited to, implied warranties of merchantability and/or fitness for a particular purpose. No representation or statement made by either Party or any of its agents or employees, oral or written, including, but not limited to, any specifications, descriptions or statements provided or made shall be binding upon either Party as a warranty.

11 ASSIGNMENT

Either Party may, without the other Party's consent, assign this Agreement or any of its rights or obligations hereunder to a third party, including, without limitation its parent or other affiliate, upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this Section 11 shall be void and ineffective and constitute a default of this Agreement.

12 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, and other authoritative statements, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Tennessee without regard to its conflicts of laws principles, shall govern.

13 RELATIONSHIP OF PARTIES

It is the intention of the Parties that each shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

14 NO THIRD PARTY BENEFICIARIES

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Metrocall from providing its Telecommunications Services to other carriers.

15 NOTICES

- 15.1 Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person, by overnight courier, or sent by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted.

If to Sprint: William E. Cheek
Vice President, Sales and
Marketing
Sprint Carrier Markets
6840 Sprint Parkway
Overland Park, Kansas 66251
Telephone - 913.315.8026
Fax - 913.315.0627

If to Metrocall: Ken Goldstein, Vice President
Metrocall, Inc.
6677 Richmond Highway
Alexandria, VA 22306
Telephone: 703.667.6677
Fax:: 703.765.4385

with a Sherri Herren
copy to: Sprint Carrier Markets
6840 Sprint Parkway
Overland Park, Kansas 66251
Telephone - 913.315.8001
Fax - 913.315.0627

with a Frederick M. Joyce
copy to: Alston & Byrd LLP
601 Penn. Avenue, NW, North
Bldg, 11th Floor
Washington, DC 20001
Telephone: 202.756.3376
Fax:: 703.756.3333

- 15.2 If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 15.

16 WAIVERS

- 16.1 No waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 16.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.
- 16.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

17 SURVIVAL

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to Sections 5, 6, 7, 8, 9, 10, 11, 21, and 23.

18 FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 18 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Section 3 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Metrocall.

19 DISPUTE RESOLUTION PROCEDURES

- 19.1 The Parties recognize and agree that the FCC and Commission have continuing jurisdiction to implement and enforce certain terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the FCC, Commission or court of competent jurisdiction for

Sprint / Metrocall -Tennessee

Interconnection Agreement

Effective Date: December 1, 1999

resolution or proceed with any other remedy at law or in equity before a court of competent jurisdiction. Upon a submission to the FCC or the Commission, the Parties agree to seek expedited resolution, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the FCC or the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During any dispute proceeding each Party shall continue to perform its obligations under this Agreement, provided, however, that neither Party shall be required to act in any unlawful fashion. Notwithstanding anything contained herein to the contrary, the rights and remedies set forth in this Section 19.1 are for illustrative purposes only and are not in addition to or in limitation of any rights or remedies that a Party may have or pursue at law or in equity or otherwise.

- 19.2 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a *bona fide* dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid if required by final determination of such dispute.
- 19.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 19.4 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 19.3, then either Party may file a complaint with the FCC or Commission to resolve such issues or proceed with any other remedy at law or in equity. The FCC or Commission or other court of competent jurisdiction may direct payment of any or all funds plus applicable costs and late charges to be paid to either Party.

20 COOPERATION ON FRAUD

The Parties agree that they shall cooperate with one another to investigate, minimize and

take corrective action in cases of fraud.

21 TAXES

Any federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

22 AMENDMENTS AND MODIFICATIONS

No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

23 SEVERABILITY

Subject to Section 3 of this Agreement, if any part of this Agreement becomes or is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid and those portions directly related thereto. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

24 HEADINGS NOT CONTROLLING

The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

25 ENTIRE AGREEMENT

This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

26 COUNTERPARTS

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

27 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

28 IMPLEMENTATION

This Agreement sets forth the overall terms and conditions, and standards of performance for services, processes, and systems capabilities that the Parties will provide to each other. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties may agree to form a team that shall further develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.

PART C. INTERCONNECTION AND RECIPROCAL COMPENSATION

29 INTERCONNECTION

29.1 Interconnection Facilities.

Metrocall provided to Sprint a confidential diagram of its network architecture and a confidential cost study that Metrocall believes is compliant with Sections 251 and 252 of the Act. The Parties agree that the terms and conditions contained in Part C of this Agreement are inextricably tied to that cost study and the network diagram and the provisions of Part C are interrelated and do not stand alone. Neither Party would agree necessarily to the provisions or obligations undertaken in Sections 29 through 31 and Attachments I and II in absence of agreement as to all Sections 29 through 31 and Attachments I and II.

29.1.1 Metrocall and Sprint shall interconnect with the other's facilities as follows for the purpose of terminating land-to-mobile traffic and mobile-to-land traffic as covered under this Agreement where facilities are available and capable of handling such traffic:

29.1.1.1 Sprint and Metrocall agree to deliver land-to-mobile and mobile-to-land traffic between their respective networks at any one or more technically feasible Points of Interconnection (collectively referred to as "POIs"). The Parties shall each designate their own POIs for the delivery of traffic by the other Party. Unless as otherwise mutually

agreed, Metrocall shall establish at least one physical POI in each LATA that Metrocall serves containing a Sprint Wire Center in which Metrocall and Sprint exchange Local Traffic within an MTA, as long as LATAs are required by state or federal regulation, for Sprint's delivery of traffic to Metrocall, except that Metrocall shall not be required to have two or more POIs in order to interconnect to EOs subtending a single Tandem Switch even if the EOs are in different or multiple LATAs. Both Parties agree that greater efficiencies may be gained through the use of two-way trunks. The Parties agree to cooperatively identify the locations and design parameters for possible two-way trunk deployment, although neither Party shall be obligated to use two-way trunks.

29.1.1.2 For the purposes of this Agreement, and subject to the provisions in 29.1.1.1, the Parties agree that Interconnection for the reciprocal transport and termination of traffic may take place, in the case of traffic delivered to Sprint, at a terminating end office, an Access Tandem, and/or other points as specified herein, and in the case of traffic delivered to Metrocall at an (i) NCMRS Mobile Switching Center, (ii) the non-collocated premises of an interexchange carrier where Metrocall has leased facilities for the transport of Telecommunications traffic, including Local Traffic, (iii) the premises of a CLEC where Metrocall has leased facilities for the transport of Telecommunications traffic, including Local Traffic (whether or not collocated with Sprint), and/or (iv) for purposes of interconnection to a POI designated pursuant to (ii) or (iii), Metrocall may request that Sprint deliver the traffic to a collocation space of a designated third party carrier or the Sprint end of an IXC Channel Facilities Arrangement and Sprint shall deliver such traffic at the DS0, DS1, DS3 or equivalent level, as requested by Metrocall.

29.1.2 The following types of facilities may be used for Interconnection between Sprint and Metrocall:

29.1.2.1 Type 1 Interconnection. A Type 1 Interconnection is a trunk connection with line treatment at an end-office or remote switch subtending that end-office that uses Trunk-Side signaling protocols in conjunction with a feature generically referred to as Trunk With Line Treatment. A Type 1 Interconnection uses multifrequency ("MF")

address pulsing and supervision only and will provide Metrocall access to the NXX codes served by that individual End Office (or remote), the Tandem on which that End Office (or remote) subtends, and other End Offices subtending that Tandem (collectively, the "scope"). The Type 1 Interconnection does not require multiple POIs in cases where the Type 1 Interconnection scope consists of multiple LATAs.

- 29.1.2.2 Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a Sprint Tandem Switch that uses either MF or SS7 signaling at Metrocall's choosing, where available and technically feasible. A Type 2A Interconnection provides access to the valid NXX codes with End Offices (and remotes) subtending the Tandem Switch (the "scope"). The Type 2A Interconnection does not require multiple POIs in cases where the Type 2A Interconnection scope consists of multiple LATAs. A Type 2A Interconnection cannot be used to reach Operator Services, 911/E911, or to carry 800 or 900 traffic.
- 29.1.2.3 Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a Sprint End Office that uses either MF or SS7 signaling and supervision at Metrocall's choosing where available and technically feasible. A Type 2B Interconnection only provides access to the valid NXX codes served by that End Office and Remote Switches subtending that End Office and cannot be used to reach Operator Services, 911/E911, or to carry 800 or 900 traffic.
- 29.1.3 The Parties also agree that they will work together cooperatively to ensure that efficient interconnection is retained during the term of this Agreement as the Parties modify, enhance or consolidate their networks. Nothing in this Agreement is intended to require the Parties to modify their existing points of interconnection or add additional points of interconnection.
- 29.1.4 Interconnection to a Metrocall location within an MTA will provide Sprint with access to Metrocall's facilities within that MTA.
- 29.1.5 Sprint agrees to provide Metrocall with Collocation space in its facilities reasonably necessary to accommodate Metrocall's terminating equipment, subject to physical space limitations. Sprint agrees to use its best efforts to provide new Collocation arrangements no later than 90 days after Metrocall's firm order subject to execution by the Parties of a collocation agreement..

29.1.6 The provisions of this Section 29 shall apply to Sprint's interconnection to Metrocall's network for the purpose of routing all the types of traffic. This Section 29 does not preclude Sprint from charging its' customers local, toll, or access rates as appropriate. Nothing in this Section 29 is intended to interfere with Metrocall's designation of a Rating Point under Section 29.2.3.

29.2 Establishing a Rate Center.

29.2.1 When Sprint delivers traffic to or receives traffic from Metrocall on a Type 2A basis, Metrocall may establish a Rate Center for each NXX that is located within the serving area of the Tandem Switch to which Metrocall is interconnected when the chosen Rate Center meets the following criteria:

- (a) it is a Sprint exchange;
- (b) it is served by the same access Tandem Switch; and
- (c) it is in the same or a different local calling area than the exchange where Metrocall's interconnection exists.

29.2.2 For tandem interconnection, until such time as the assignment of less than whole NPA-NXX codes to each Rate Center is technically and economically feasible for a Party and that Party implements a program for the assignment of less than whole NPA-NXX codes, such Party shall assign whole NPA-NXX codes to each Rate Center.

29.2.3 Metrocall will also designate a Rating Point and Routing Point for each NPA/NXX code assigned for Metrocall's use. Metrocall shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs assigned for Metrocall's use associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the rate Center Area itself. Rate Center Areas may be different for each Party, as appropriate. The Routing Point associated with each NPA-NXX assigned for Metrocall's use need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Route Point corresponding to each unique and separate Rate Center. Notwithstanding the above, the routing point may be in a different LATA than the rating point in circumstances where a routing point is located in the same Tandem Switch serving territory as the Rating Point.

- 29.2.4 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain either Party's choice regarding the size of the local calling area(s) that either Party may establish for mobile-to-land traffic originated by its customers, which local calling areas may be larger than, smaller than, or identical to, the other Party's local calling areas.
- 29.2.5 For all occasions where Metrocall uses numbers from the NPA/NXX blocks to provide fixed (non-mobile) telecommunications services not associated with NCMRS Services, Metrocall will identify in writing to Sprint the physical address of the customers using fixed telecommunications services, if known. In these circumstances, the proper jurisdiction of land-to-mobile traffic and mobile-to-land traffic will then be determined based upon the location of Metrocall's and Sprint's respective customers. Applicable standard intrastate originating access charges will apply for calls which traverse a local toll route and terminate to Metrocall's or Sprint's customers that utilize fixed telecommunications services.
- 29.2.6 Based on the unique nature of NCMRS traffic and Metrocall's current and planned network configuration and services, Metrocall agrees that numbers from NPA/NXX blocks will be utilized for marketing its NCMRS product(s) to customers within the landline local calling scope of the exchange where the NPA/NXX blocks are assigned.
- 29.2.7 Type S Service Arrangements.
- 29.2.7.1 The Parties agree to discuss specifications for the Parties' Type S Service arrangements.
- 29.2.7.2 Where available and the Parties have deployed SS7 signaling, the Parties will cooperate in the termination of TCAP messages to facilitate full inter-operability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end-users.
- 29.2.7.3 Where available and Metrocall and Sprint have deployed SS7 signaling, Sprint will provide and implement all defined and industry supported SS7 standards as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent Sprint provides ANSI optional parameters for its own use, Sprint shall provide the same to Metrocall.

30 COMPENSATION FOR TRANSIT AND TERMINATION

- 30.1 Both Parties agree to pay for their proportionate use of the facilities, including recurring and non-recurring costs, used to deliver traffic between their respective companies to the designated POI. In consideration of Section 29.1, Sprint agrees to pay for 100 percent of the facilities, including recurring and non-recurring costs, used to deliver land-to-mobile traffic to Metrocall's designated POIs.
- 30.2 Under this Agreement, Sprint is only required to compensate Metrocall for terminating Local Traffic. In consideration of Section 29.1, rates to be paid to Metrocall from Sprint for Local Traffic are set forth in Attachment I of this Agreement and made a part hereof. The percentages of calls on which compensation shall be provided are based on Metrocall's and Sprint's network designs, and both Parties' specific Points of Interconnection. For the purposes of payment to Metrocall for traffic delivered to Metrocall from Sprint, the Parties will assume that 95% of the traffic carried over Sprints network and terminating to Metrocall is Sprint originating traffic within the MTA. The parties have agreed that 95% of the Metrocall terminating traffic shall be deemed local and entitled to compensation under Attachment I.
- 30.3 Rates to be paid to Sprint from Metrocall for Local Traffic originated by Metrocall are set forth in Attachment II. For the purposes of payment to Sprint for traffic delivered to Sprint from Metrocall, the Parties agree that Sprint shall be compensated as if 5% of all calls originated by Metrocall and terminated to Sprint are Local, and entitled to compensation under Attachment II.

31 CHARGES AND PAYMENT

- 31.1 Subject to the terms of this Agreement, the Parties shall pay invoices for services rendered hereunder within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
- 31.2 Billed amounts which are being investigated, queried, or for which claims have been or may be filed, are not due for payment until such investigations, claims, or queries have been resolved in accordance with the provisions governing Dispute Resolution of this Agreement.
- 31.3 The Billing Party may assess a late payment charge equal to the lesser of 1.5 percent or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.
- 31.4 Sprint will not accept any new or amended orders for Telecommunications Services Interconnection or other related services under the terms of this Agreement from Metrocall while any past due, undisputed charges remain unpaid for any service, provided that, in order to resolve any dispute arising from this

Section 31.4, prior to Sprint's cessation of accepting any new or amended orders for Telecommunications Services Interconnection, the process outlined in Sections 19.2 through 19.4 for Disputed Amounts shall be utilized to resolve any dispute arising under this Section 31.4.

- 31.5 If, and only to the extent, Sprint and Metrocall jointly provide Switched Access Services to IXCs, the Parties agree to conform to MECAB and MECOD guidelines for meet-point billing arrangements, where possible.
- 31.6 No discrete development charges shall be imposed on Metrocall or Sprint for the establishment of standard meet point billing arrangements.

PART D - NETWORK MAINTENANCE AND MANAGEMENT

32 GENERAL REQUIREMENTS

- 32.1 The Parties will work cooperatively to install and maintain a reliable network. Each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.
- 32.2 Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
- 32.3 Sprint will process Metrocall maintenance requests at Parity.
- 32.4 Notice of Network Event. Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 32.5 Notice of Network Change. The Parties agree to provide each other reasonable notice of network changes. This includes the information necessary for the transmission and routing of services using each other's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. At a minimum, Sprint shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.
- 32.6 Sprint will ensure that all applicable alarm systems that support Metrocall customers are operational and the support databases are accurate. Sprint will

respond to Metrocall customer alarms at Parity with response to alarms for its own carrier customers, including its own affiliates, divisions or operations offering wireless services.

- 32.7 A Party shall provide prior notification to the other Party of any scheduled maintenance activity that may adversely impact the Telecommunications Services of the other Party.

33 RESTORATION OF SERVICE IN THE EVENT OF OUTAGES

- 33.1 Sprint shall perform restoration of service in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences at Parity, in accordance with the following priorities. First, restoration priority shall be afforded to those network elements and services affecting its own end-users or identified Metrocall end-users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between Sprint and Metrocall in general. Third, should Sprint be providing or performing tandem switching functionality for Metrocall, third level priority restoration should be afforded to any trunk. Lastly, all service shall be restored as expeditiously as practicable and in a non-discriminatory manner.
- 33.2 Metrocall and Sprint will agree on a process for circuit restoration whereby certain identified Metrocall national security and emergency preparedness circuits will be afforded expedited restoral treatment and general trunking and interconnection should take priority over any other non-emergency Sprint network requirement.

34 SERVICE PROJECTIONS

Metrocall shall make available periodic service projections, as reasonably requested, including busy hour usage for access capacity. Utilizing these projections, the Parties shall manage their networks in order to accommodate actual traffic at the required grade of service. The Parties shall review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement.

35 QUALITY OF SERVICE

- 35.1 The Parties agree that Interconnection trunks and trunk groups provided hereunder shall at all times have a grade of service, availability and quality at Parity. Trunks provided by either Party, as well as trunks jointly provided, will be engineered using a design objective of P.01. The Parties will work cooperatively to assure P.01 design objective on two-way trunks.
- 35.2 Metrocall and Sprint shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.

- 35.3 Metrocall and Sprint will mutually develop operating statistical process measurements to ensure that a negotiated service quality level is maintained. Such statistics will be exchanged under an agreed upon schedule.

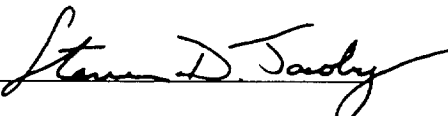
PART E - ACCESS TO TELEPHONE NUMBERS

36 GENERAL REQUIREMENTS

- 36.1 It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities. Metrocall agrees to complete the NXX code application in accordance with industry guidelines.
- 36.2 For all areas where Sprint performs a number administrator role in assigning NXX codes, and to the extent that Sprint assigns NXXs, for other companies' use, Sprint will assign NXXs to Metrocall in the same manner it does so for itself and other carriers.

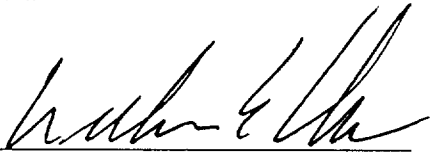
IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

METROCALL

By: 
STEVEN D. JACOBY
EVP / COO

Date: 12/6/00

SPRINT

By: 
William E. Cheek

Vice President –
Sales and Account Management

Date: 1/19/01

ATTACHMENT I – PRICE LIST

In consideration of Section 29.1, the following table reflects the land-to-mobile rates Sprint will pay to Metrocall:

| RECIPROCAL COMPENSATION | |
|--|------------|
| Rate per minute of use. | \$.0039 * |
| Percentage of all traffic delivered by Sprint to Metrocall to which this rate applies | 95% |
| | |
| CALL DURATION | |
| The Parties agree that for the purposes of reciprocal compensation, the duration of each page or message is: | 20 seconds |
| | |

* The terminating compensation rate for land-to-mobile minutes of use is based on a confidential diagram of Metrocall's network architecture and a confidential cost study that Metrocall believes is compliant with Section 251 of the Act. The Parties agree that the terminating compensation rate for land-to-mobile minutes of use, along with the other terms and conditions contained in Part C of this Agreement, are inextricably tied to the cost study and network diagram, and the provisions of this Attachment I and Part C are interrelated and do not stand alone.

ATTACHMENT I – PRICE LIST

| Description | State – TN |
|---|-------------------|
| TERMINATING COMPENSATION | |
| End Office Switching Per Minute of Use | \$0.003022 |
| Tandem Switching Per Minute of Use | \$0.001221 |
| Common Transport per Minute of Use | \$0.001672 |
| TRANSPORT | |
| Inter-exchange DS1 Direct Transport | See rate schedule |
| Inter-exchange DS3 Direct Transport | See rate schedule |
| Common Transport per Minute of Use | \$0.001672 |
| *Common Transport Remote Factor | 0.297081 |
| Common Transport to Remotes per Minute of Use | \$0.004967 |
| NRC DS1 | \$191.75 |
| NRC DS3 | \$220.42 |
| INTERCONNECTION | |
| Intra-exchange Interconnection DS1 | See rate schedule |
| Intra-exchange Interconnection DS3 | ICB |
| NRC DS1 | \$102.06 |
| NRC DS3 | ICB |
| FEATURES | |
| Multi-Line Hunt | \$0.23 |
| NRC Multi-Line Hunt | \$21.75 |
| SS7 Signaling per Trunk | Tariff |
| 911 Tandem Port | \$23.89 |
| NRC 911 Tandem Port | \$114.02 |

*The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement (“Non-Interconnection Services”). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. directory assistance, operator services, etc.) will be billed at the standard rates for those services.

**SPRINT INTRAEXCHANGE INTERCONNECTION RATES
STATE: TENNESSEE**

| | | | | |
|---------------|--------------------------|--|---------------|-------------------------------|
| BAND 1 | DS1 RATE: \$93.12 | | BAND 2 | DS1 RATE: \$102.97 |
| OFFICE | CLLI | | OFFICE | CLLI |

Bristol XAH BRSTTNXAH
Kingsport XAH KGPTTNXAH

Johnson City JHCYTNXAH

| | | | | |
|---------------|-------------------------------|--|---------------|-------------------------------|
| BAND 3 | DS1 RATE: \$113.01 | | BAND 4 | DS1 RATE: \$128.96 |
| OFFICE | CLLI | | OFFICE | CLLI |

Elizabethton ELTNTNXAH
Johnson City XCHJHCYTNXCH

Blountville BUVLTNXAR
Bristol XBR BRSTTNXBR
Church Hill CHHLTNXAR
Greeneville GRVLTNXAH
Kingsport XCR KGPTTNXCR
Midway MDWYTNXAR

| | | | | |
|---------------|-------------------------------|--|---------------|-------------------------------|
| BAND 5 | DS1 RATE: \$144.41 | | BAND 6 | DS1 RATE: \$186.81 |
| OFFICE | CLLI | | OFFICE | CLLI |

Bluff City BLCYTNXAR
Erwin ERWNTNXAR
Sullivan Gardens SLGRTNXAR

Baileyton BLTNTNXAR
Butler BTLRTNXAR
Fall Branch FLBRTNXAR
Hampton HMPNTNXAR
Jonesboro JNBOTNXAR
Limestone LMSTTNXAS
Mosheim MOSHTNXAR
Mountain City MTCYTNXAR
Roan Mountain RNMTTNXAR
Stoney Creek STCKTNXAR

**SPRINT - TENNESSEE
INTEREXCHANGE TRANSPORT RATE TABLE**

| ORIGINATING | TERMINATING | DEDICATED ED DS1 | DEDICATED DS3 |
|------------------------|---------------------------|---------------------------------|--------------------------|
| Baileyton | Greeneville | \$ 520.14 | ICB |
| Baileyton | Limestone | \$ 1011.58 | ICB |
| Baileyton | Mosheim | \$ 704.31 | ICB |
| Blountville | Bluff City | \$ 261.24 | \$ 5790.51 |
| Blountville | Bristol, TN & Bristol, VA | \$ 155.47 | \$ 2895.25 |
| Blountville | Church Hill, Mt. Carmel | \$ 367.01 | \$ 8685.76 |
| Blountville | Fall Branch | \$ 399.34 | \$ 9692.86 |
| Blountville | Kingsport | \$ 155.47 | \$ 2895.25 |
| Blountville | Midway (Sullivan County) | \$ 261.24 | \$ 5790.51 |
| Blountville | Morrison City, VA | \$ 155.47 | \$ 2895.25 |
| Blountville | Sullivan Gardens | \$ 399.34 | \$ 9692.86 |
| Bluff City-Piney Flats | Bristol, TN & Bristol, VA | \$ 155.47 | \$ 2895.25 |
| Bluff City-Piney Flats | Church Hill | \$ 261.24 | \$ 5790.21 |
| Bluff City-Piney Flats | Fall Branch | \$ 293.57 | \$ 6797.60 |
| Bluff City-Piney Flats | Kingsport | \$ 155.47 | \$ 2895.25 |
| Bluff City-Piney Flats | Midway (Sullivan County) | \$ 261.24 | \$ 5790.51 |
| Bluff City-Piney Flats | Sullivan Gardens | \$ 293.57 | \$ 6797.60 |
| Bristol, TN | Church Hill | \$ 261.24 | \$ 5790.51 |
| Bristol, TN | Fall Branch | \$ 293.57 | \$ 6797.60 |
| Bristol, TN | Kingsport | \$ 155.47 | \$ 2895.25 |
| Bristol, TN | Midway (Sullivan County) | \$ 261.24 | \$ 5790.51 |
| Bristol, TN | Sullivan Gardens | \$ 293.57 | \$ 6797.60 |
| Butler | Elizabethton | \$ 184.17 | \$ 3902.35 |
| Butler | Hampton | \$ 184.17 | \$ 3902.35 |
| Butler | Roan Mountain | \$ 1047.03 | \$ ICB |
| Butler | Stoney Creek | \$ 368.33 | \$ ICB |
| Church Hill-Mt. Carm | Fall Branch | \$ 293.57 | \$ 6797.60 |
| Church Hill-Mt. Carm | Kingsport | \$ 155.47 | \$ 2895.25 |
| Church Hill-Mt. Carm | Midway (Sullivan County) | \$ 367.01 | \$ 8685.76 |
| Church Hill-Mt. Carm | Morrison City, VA | \$ 155.47 | \$ 2895.25 |
| Church Hill-Mt. Carm | Sullivan Gardens | \$ 293.57 | \$ 6797.60 |
| Elizabethton | Hampton | \$ 184.17 | \$ 3902.35 |
| Elizabethton | Roan Mountain | \$ 1047.03 | \$ ICB |
| Elizabethton | Stoney Creek | \$ 184.17 | \$ 12707.47 |

| ORIGINATING | TERMINATING | DEDICATED ED DS1 | DEDICATED DS3 |
|-------------|-------------|------------------------|------------------|
|-------------|-------------|------------------------|------------------|

Continued

| | | | |
|-----------------------|----------------------------|------------|-------------|
| Fall Branch | Kingsport | \$ 184.17 | \$ 3902.35 |
| Fall Branch | Midway (Sullivan County) | \$ 399.34 | \$ 9692.86 |
| Fall Branch | Morrison City, VA | \$ 184.17 | \$ 3902.35 |
| Fall Branch | Sullivan Gardens | \$ 184.17 | \$ 3902.35 |
| Greeneville | Bulls Gap* | \$ 1047.03 | ICB |
| Greeneville | Limestone | \$ 491.44 | \$11359.24 |
| Greeneville | Mosheim | \$ 184.17 | \$12707.47 |
| Hampton | Roan Mountain | \$ 1047.03 | ICB |
| Hampton | Stoney Creek | \$ 368.33 | ICB |
| Johnson City Main | Jonesbrgho-Sulphur Springs | \$ 187.17 | \$ 3902.35 |
| Johnson City Main | Limestone | \$ 187.17 | \$ 3902.35 |
| Johnson City Main | Midway (Washington Cty) | \$ 155.47 | \$ 2895.25 |
| Johnson City North | Jonesbrgho-Sulphur Springs | \$ 293.57 | \$ 6797.60 |
| Johnson City North | Limestone | \$ 293.57 | \$ 6797.60 |
| Johnson City North | Midway (Washington Cty) | \$ 155.47 | \$ 2895.25 |
| Jonesb-Sulphur Spr | Limestone | \$ 184.17 | \$ 3902.35 |
| Jonesb-Sulphur Spr | Midway (Washington Cty) | \$ 399.34 | \$ 96.92.86 |
| Kingsport | Midway (Sullivan Cty) | \$ 261.24 | \$ 5790.51 |
| Kingsport | Sullivan Gardens | \$ 184.17 | \$3902.35 |
| Limestone | Midway (Washington Cty) | \$ 293.57 | \$ 6797.60 |
| Limestone | Mosheim | \$ 675.61 | ICB |
| Midway (Sullivan Cty) | Midway (Washington Cty) | \$ 261.24 | \$ 5790.51 |
| Midway (Sullivan Cty) | Morrison City, VA | \$ 261.24 | \$ 5790.51 |
| Midway (Sullivan Cty) | Sullivan Gardens | \$ 399.34 | \$ 9692.86 |
| Mosheim | Bulls Gap* | \$ 1047.03 | ICB |
| Mountain City | Shady Valley* | \$ 1538.47 | ICB |
| Roan Mountain | Stoney Creek | \$ 1231.20 | ICB |